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BORO OF LITTLE FERRY, N.J.

THIS AGREEMENT, made this 26th day of ~~February~~ *MARCH* *BM* *SP* *PC* *TLQ.*, 2004 by and between the

BOROUGH OF LITTLE FERRY, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "EMPLOYER" and LOCAL 2326 UAW, One Woodbridge Center, Suite 225, Woodbridge, New Jersey 07095, hereinafter referred to as the "UNION".

WHEREAS, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. EXCLUSIVITY OF UNION

The Employer agrees that it will not enter into any contract of Memorandum of Agreement with anyone but the recognized Union (Local 2326 UAW) only with regard to the categories of personnel covered by the term of this Agreement.

2. RECOGNITION

The Employer recognizes the Union as the exclusive representative as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, permanent and full-time blue collar employees, all employees assuming the duties of "DPW Laborer/EMT" and Working Foreman in the Department of Public Works" employed by the Borough, excluding supervision as defined in the Act.

3. UNION DUES CHECK-OFF

Upon presentation to the Employer of a dues check-off card, signed by the individual employees, the Employer will deduct from such employee's periodic salaries the amount set forth on said dues check-off card.

Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the representative at the Union entitled and authorized to receive same. Said representative shall be certified to the employer by the D.P.W.

4. NO STRIKE PROVISION

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activities.

5. PRESERVATION OF RIGHTS

The Borough of Little Ferry hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it prior to and subsequent to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limitation, the generality of the foregoing, following rights:

- (a) To the executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees.
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.
- (d) To maintain a lawful sick leave verification policy.

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Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 11:40 and 40A, N.J.S.A. 34:3-A1, or any other national, state, county, or other applicable laws.

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6. SALARIES

The base annual salaries of all employees covered by this Agreement shall be in accordance with the following schedule:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Fifth year (maximum)	\$47,820	\$49,494	\$51,236	\$53,019
Fourth year (anniversary)	41,590	43,046	44,553	46,112
Third year (anniversary)	36,613	37,895	39,221	40,594
Second year (anniversary)	33,263	34,427	35,632	36,879
First year (anniversary)	30,085	31,138	32,228	33,356
Entry	23,433	23,433	23,433	23,433

A. Working Foreman

There shall be three "Working Foreman" in the Department of Public Works.

There shall be a "Working Foreman of Building and Grounds"; a "Working Foreman of Sewers and Drainage"; and a "Working Foreman of Parks and Recreation". Each Working Foreman in the Department of Public Works shall receive an additional \$2,000.00 over the base annual salary set forth above. Such additional salary shall be pro-rated from the date of appointment to the position of Working Foreman through the end of the calendar year of the said appointment.

Such additional salary shall be included in the employee's base salary.

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Working Foreman	\$2,070	\$2,142	\$2,217	\$2,295

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B. EMT Service (employees hired prior to December 31, 2002):

(i) Driver:

Any employee hired prior to December 31, 2002, who shall act as a driver for the Little Ferry First Aid Corps shall receive an additional \$950.00 stipend over the base annual salary set forth above, which sum shall remain at \$950.00 during the course of this Agreement. An EMT driver must be designated and there shall be not more than 2 EMT drivers, whose employment began prior to December 31, 2002, at one time. Such additional salary shall be included in the employee's base salary.

(ii) (EMT)

A full time, permanent employee who is EMT certified as of the date of this Agreement, shall receive an additional \$2,200.00 stipend over the base annual salary set forth above, which sum shall remain at \$2,200.00 during the course of this Agreement. Such additional salary shall be included in the employee's base salary.

C. Laborer/EMT (employees hired after January 1, 2003)

All employees hired after January 1, 2003 shall be required to obtain an EMT Certification within nine (9) months of the date of hiring. The job position shall be entitled "DPW Laborer/EMT." The duties of a DPW Laborer shall include EMT service and there

shall be no additional salary for performing such EMT service for any and all employees hired after January 1, 2003.

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D. Laborer/Mechanic

There shall also be a position known as Laborer/Mechanic. An employee who is the permanent full time mechanic shall receive an additional over the salary set forth above. The additional salary for the Laborer/Mechanic shall be as set forth below:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Laborer/Mechanic	\$5,000	\$6,000	\$7,000	\$7,245

The duties of the Laborer/Mechanic shall be subject to the Superintendent/Director of the Department of Public Works. The appointment to the position of Laborer/Mechanic shall be at the discretion of the Superintendent/Director of the Department of Public Works with the consent and approval of the Mayor and Council. Such additional salary shall be included in the employee's base salary.

7. WORKDAY, WORK WEEK AND OVERTIME

(a) The normal work day shall be eight (8) hours which shall include within the eight (8) hour span, forty-five (45) minutes of meal time per day. It will also include two (2) fifteen (15) minute coffee breaks per day, one in the morning and one in the afternoon.

No employees shall work longer than the D.O.T. Regulation allows.

(b) For employees hired prior to 1/1/94, the normal work week will be Monday through Friday. For employees hired after 1/1/94, the work week shall be forty (40) hours.

(c) Work in excess of the employee's basic eight (8) hour day or basic work week shall be overtime and shall be paid at time and one-half (1-1/2 X).

(d) A Working Foreman will be chosen on a rotating basis to attend a meeting of the Mayor and Council in the event the Superintendent of the Department of Public Works is unable to attend said meeting.

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8. HOURLY RATE

To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2,080 hours.

9. JURY DUTY

Employees will receive weekly pay while serving on jury duty. Any full-time employee, who is subpoenaed as a witness in a civil or criminal case not involving him or her in his or her capacity as Borough employee, or who is called and serves on a jury, may be granted paid leave for the period of time in which he or she is officially involved with the Court in such a capacity. The Employer shall be entitled to credit for any jury pay received by the employee from other sources.

10. RECALL TIME

Any employee who is called back to work after, and not contiguous to his regular eight (8) hours of work, will be compensated at time and one-half (1-1/2 X), with a minimum guarantee of three (3) hours at time and one-half (1-1/2X).

11. LONGEVITY

There shall be paid to all regular, permanent and full-time employees hired before May 15, 1980, in addition to their base salary, a salary longevity pay as follows:

3% after 3 years of employment

4% after 8 years of employment

6% after 15 years of employment

7% after 18 years of employment

Said Longevity Payments shall be rolled into the twenty-six (26) periodic salary checks received by the employee. Nothing herein contained shall permit retroactive payments of any Longevity Pay.

If an employee is eligible for any increase of Longevity pay between January 1st and June 30th, he shall be paid Longevity Pay as of July 1st next preceding, and if any employee is eligible for any increase of Longevity Pay between July 1st and December 31st, he shall be paid Longevity as of January 1st next preceding.

It is specifically agreed and understood that any employee hired as a permanent, regular or full-time employee after May 15, 1980, shall not be entitled to any Longevity Pay now or in the future.

12. VACATIONS

Each employee covered by this Agreement shall receive an annual vacation as set forth in Appendix "A".

It is specifically agreed and understood that for any employee hired as a permanent, regular or full-time employee after December 31, 1987, the maximum annual vacation said employee would be entitled to is five (5) weeks. All employees hired prior to January 1, 1988,

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shall be entitled to a maximum of six (6) weeks' annual vacation.

The order of seniority shall be used to select each employee's vacation. The vacation list shall be posted before February 1st of each year and completed before September 1st. The Superintendent of Public Works shall make sure all vacation time is taken before December 31st of each year.

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13. **PERSONAL LEAVE**

Each employee shall have off on the Friday after Thanksgiving. In addition to the Friday after Thanksgiving, each employee shall have four (4) additional personal days each year. Each employee shall request permission not less than twenty-four (24) hours in advance of the leave requested. Requests for personal leave shall be directed to the employee's department head. The grant or denial of personal leave is within the discretion of the department head.

14. **HOLIDAYS**

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Election Day |
| 3. Washington's Birthday | 10. Veteran's Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Martin Luther King Day |
| 7. Labor Day | |

15. **BEREAVEMENT LEAVE**

All permanent full-time employees covered by this Agreement shall be entitled to four (4) days leave, with pay, upon death of a member of his immediate family.

Immediate family shall include spouse, children, parents, brothers, sisters, grandchildren and grandparents, mother-in-law, father-in-law, and any relatives living in employee's household, as immediate family. One day will be allowed for brother-in-law and sister-in-law.

16. LEAVE OF ABSENCE

Any employee may request, in writing, a leave of absence, without pay, from the Mayor and Council, setting forth the reason therefore. The decision of the Mayor and Council to grant or deny said request shall be final and not subject to the grievance procedure.

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17. DISCIPLINE

An employee may be approximately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State Law.

18. MATERNITY LEAVE

Maternity leave, not to exceed six (6) months, without pay, shall be granted at the request of the employee. Maternity leave may be extended or renewed for a period not to exceed six (6) months, without pay, upon the request of the employee.

19. SICK LEAVE

All employees covered by this Agreement shall be granted sick leave, with pay, as set forth in Appendix "B".

Sick leave may not be used as vacation time or in place of personal time off.

In order to qualify for paid sick leave, an employee must notify his department head, not less than one-half (1/2) hour prior to the employee's scheduled work hours.

Employees who take three (3) or more consecutive paid sick days, or who take a paid sick day either before or after a paid holiday, shall document their illness with a note from a medical doctor. Further, the Borough reserves the right to require a doctor's examination, to substantiate a paid sick day at any time. Each doctor's note required shall state the date or dates of illness or injury, the nature of the illness or injury and that the employee(s) is now fit to return to work.

Only full-time employees shall be entitled to sick leave, with pay, of one (1) working day for every month of service during the first (1st) calendar year of service following appointment.

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20. UNIFORM AND LAUNDRY

The Borough agrees to provide uniform and laundry service for the employees at its own cost and expense. It is mandatory that each employee wear said uniform provided while working.

21. SHOE ALLOWANCE

The Borough agrees to provide each employee an allowance of \$100.00 per annum for the purchase of safety shoes. Upon presentation of a properly documented invoice for the purchase of safety shoes, the Employer agrees to reimburse said employee for the actual cost of such safety shoes, but in no event shall said reimbursement exceed \$100.00 per annum, per employee.

22. SAFETY AND HEALTH

The Employer shall maintain safe working conditions to insure safety for all employees and shall provide employees with appropriate equipment and devices toward that end, including exhaust fans, reflector vests and safety glasses. Employees must utilize said equipment when directed to or be subject to appropriate discipline.

23. EMPLOYEE RIGHTS

No employee can be ordered to work more than fifteen (15) continuous hours unless he consents thereto.

24. CURRENT MEDICAL COVERAGE & LIFE INSURANCE

The Employer will continue to provide and pay for all existing policies of medical insurance and life insurance for the employees.

25. MEDICAL COVERAGE UPON RETIREMENT

(a) Employer will provide all health benefits upon retirement to the employee and the employee's spouse provided the employee has met both of the following requirements:

(i) Employee is at least fifty-five (55) years of age; and

(ii) Employee has completed twenty-five (25) years of service with the Municipality.

(b) The benefits paid pursuant to this paragraph will terminate sixty (60) days after the retired employee is eligible for Medicare.

26. SICK PAY UPON RETIREMENT

All employees hired subsequent to December 31, 2000 can accumulate all sick days earned and will be paid a flat sixty dollars (\$60.00) per day for all unused sick days upon retirement.

27. GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complains occurring under this Agreement, the following procedures shall be used:

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any provisions of the Agreement or any applicable rule and regulation.

The procedure for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that any employee, covered by this Agreement has a grievance within four (4) working days of the occurrence of the event being grieved, the employee shall discuss it formally

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with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

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(b) STEP TWO

If no satisfactory of the grievance is reached at Step One, then, within two (2) working days, the grievance shall be presented, in writing, to the Superintendent of Public Works. The Superintendent of Public Works shall render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE

If no satisfactory resolution is reached with the Superintendent of Public Works, it shall first be presented to the Borough Administrator. If no satisfactory resolution is reached within ten (10) days of receipt by the Borough Administrator, it shall go before the Board of Review, which shall consist of one (1) member of the Mayor and Council, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Review shall give the Association an opportunity to be heard and will give its decision, which shall be final, in writing, within ten (10) working days after the hearing.

28. TERM OF CONTRACT

This Contract shall be effective as of January 1, 2004 and shall terminate on December 31, 2007. This Contract expresses the entire Agreement of the parties.

29. AGENCY SHOP

All employees, not member of Local 2326 UAW, shall be assessed 85% of the dues paid by Local 2326 UAW members in accordance with Assembly Bill No. A688.

30. SENIORITY

(A) All persons employed for a period exceeding nine (9) months shall be considered permanent employees and shall be entitled to seniority rights.

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(B) Stewards and Local Officers shall be entitled to shop seniority.

(C) All newly hired personnel shall be probationary for a period of nine (9) months.

(D) All persons hired after January 1, 1990 for a position of a member of the Department of Public Works, are required to have a "Commercial Driver's License" within nine (9) months of appointment.

The employer will pay for the costs of Commercial Driver's License. However, if the employee fails to pass the test, it then becomes their own responsibility.

31. CREDIT UNION

The Employer agrees to cooperate with the Union insofar as the Credit Union is concerned. Deduction will be made from the pay of the employee, on a weekly basis, and submitted to the 65 Family Federal Credit Union, One Woodbridge Center, Suite 225, Woodbridge, New Jersey 07095, upon receipt of an authorization from the employee. The amount deducted will be submitted on a monthly basis.

32. VISITATION

The one (1) shop steward and local officer whose functions it is, along with the Union's representative, to process grievances and negotiate contracts, shall be granted time off from duty, with full pay, for all meetings between the Borough, the Union and themselves for the purpose of negotiating the terms of an Agreement when such meetings take place at the time during which such employee members are scheduled to be on duty or to handle grievances.

Local 2326 UAW's representative or any officer shall have admission to the Borough's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. They must first apply to the Borough Administrator for permission to visit, which permission shall be reasonable granted, it being understood, however, that such representative shall no in any way interfere with the operation of the Department during working hours and that this privilege shall so be exercised as to keep a minimum of time lost thereby to the Borough.

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33. SUMMER SCHEDULE

From June 1st through September 1st of each year the Contract is in effect, there shall be instituted a 7:00 a.m. to 3:00 p.m. work shift. The Borough shall preserve its managerial prerogative pursuant to Paragraph 5 of the Contract and shall have the right, in its discretion, to assign personnel to an 8:00 a.m. to 4:00 p.m. shift.

THE BOROUGH OF LITTLE FERRY

ATTEST:

Barbara Maldonado
Barbara Maldonado, Borough Clerk

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BY: Thomas Quirico
Thomas Quirico, Mayor

LOCAL 2326 UAW

Steven P. Jurato

BY: Law Paluch
Vice, President

Local 2326 UAW

SUBJECT TO UNION RATIFICATION

WITNESS:

Lyndell Hill
Thomas Quirico

DATED: 3-26-04

APPENDIX "A"

VACATIONS

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Schedule 1

One year (12 months)	-	One week vacation
Two year (24 months)	-	Two weeks vacation
Five years (60 months)	-	Three weeks vacation
Ten years (120 months)	-	Four weeks vacation
Twenty One years (252 months)	-	Four weeks plus one day vacation (21 days)
Twenty Two years (264 months)	-	Four weeks plus 2 days vacation (22 days)
Twenty Three years (276 months)	-	Four weeks plus 3 days vacation (23 days)
Twenty Four years (288 months)	-	Four weeks plus 4 days vacation (24 days)
Twenty Five years (300 months)	-	Five weeks vacation

Schedule 2

The following schedule shall apply only for those employees hired before
January 1, 1988.

Fifteen years (180 months)	-	Five weeks' vacation
Twenty years (240 months)	-	Six weeks' vacation

The only member to whom Schedule 2 applies is Steven Royka

APPENDIX "B"
SICK LEAVE POLICY

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With regard to illness or injury which is not service connected, each member shall be entitled to twelve (12) sick days pay per calendar year. In the event a member does not exhaust said sick days, he shall be entitled to and permitted to accumulate all of his sick days. For purposes of computing the accumulated sick days to which a member shall be entitled, each member shall be entitled to a maximum of twelve (12) days of unused and accumulated sick days for each full calendar year during which time he was a member of the Little Ferry Department of Public Works, to a maximum of one hundred twenty (120) days.

It is responsibility of the Superintendent of Public Works to compile and maintain a list of the unused and accumulated sick days for each member.

Upon retirement, and for no other reason, a member will be paid for any unused accumulated sick days, or in the event of his demise, any monies due and owing him shall be paid to his estate.